EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF VIRGINIA

RICHMOND DIVISION

ePLUS, INC.	:	Civil Action No. 3:09CV620
vs.	:	
LAWSON SOFTWARE, INC.	:	September 27, 2010

COMPLETE TRANSCRIPT OF THE FINAL PRETRIAL CONFERENCE

BEFORE THE HONORABLE ROBERT E. PAYNE

UNITED STATES DISTRICT JUDGE

APPEARANCES:

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in this sense, Your Honor: It could be a factor, but it's not the only factor.

THE COURT: What characterization do you disagree with?

MR. ROBERTSON: There's always mixed motivation in entering into a license agreement. Even when it's an arm's-length transaction, the infringer who enters into it voluntarily does so because he understands ultimately that the threat of litigation is there. So that factor is always present whether it's in the context of litigation or not.

Some people say a patent is only an invitation to a lawsuit anyway, because the only way the patent owner can obtain a license is to have a threat of litigation hanging out there over a willing licensor who wants to be able to practice the patent. That's what you found both in SAP, that's what you found in Ariba.

Can that be brought up and perhaps the jury gives the licenses less weight? Certainly. Can Mr. Farber be asked about that in cross-examination? Yes. And maybe it's not the strongest factor of nonobviousness, Your Honor, but it still is a factor that has some tendency to establish a factor issue which is obviousness.

THE COURT: I think the licenses can come in. I think *John Deere* allows them in. So what does that do to PX-443 and 444?